

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA 11 DEC 22 PM 3:58
FORT WAYNE DIVISION

THE UNITED METHODIST CHURCH OF)
WATERLOO, INC.,)
Plaintiff,)
v.)
ZURICH AMERICAN INSURANCE)
COMPANY,)
Defendant.)

STEPHEN R. LUDWIG, CLERK
U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF INDIANA

1111CV427 RM
NO. _____

DEFENDANT'S PETITION FOR REMOVAL

Petitioner/Defendant Zurich American Insurance Company submits this Petition to Remove this action pursuant to the provisions of 28 U.S.C. §§ 1332, 1441 and 1446. In support of its Petition for Removal, Zurich states as follows:

1. The District Courts of the United States have original jurisdiction over this action because diversity of citizenship exists between Plaintiff and Defendant, as provided in 28 U.S.C. § 1332, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. Accordingly, this action is removable to this Court pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441.

2. This cause of action is now pending in the DeKalb Superior Court in the State of Indiana under the name *The United Methodist Church of Waterloo, Inc. v. Zurich American Insurance Co.*, Case No. 17D01-1112-PL-00068.

3. Pursuant to the provisions of 28 U.S.C. § 1446, Petitioner/Defendant Zurich attaches as Exhibit A and incorporates herein a copy of the Complaint filed in the DeKalb Superior Court, State of Indiana.

4. Plaintiff, The United Methodist Church of Waterloo, as conceded in the Complaint filed in the DeKalb Superior Court, State of Indiana, is now and was at the

commencement of this action a corporation organized and existing under the laws of the State of Indiana. (Exhibit A, ¶ 1).

5. Defendant Zurich is not a citizen of the State of Indiana. Zurich is a corporation duly organized and existing under the laws of the State of New York with its principal place of business in Schaumburg, Illinois.

6. Plaintiff is a citizen of Indiana, and Defendant is a citizen of Illinois. This action involves a controversy between citizens of different states.

7. Also, the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

8. Zurich desires and is entitled to have this cause of action removed from the DeKalb Superior Court in the State of Indiana to the United States District Court for the Northern District of Indiana, Fort Wayne Division, such being the federal district where the suit is pending.

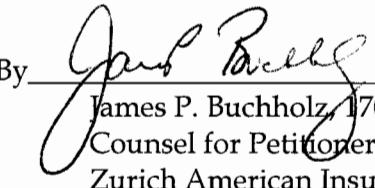
9. Removal of this action to this United States District Court is timely pursuant to 28 U.S.C. § 1446, because this Petition for Removal has been filed within thirty days (30) after Defendant received a copy of the Complaint.

10. As required by law, written notice of the filing of this Removal has been given to Plaintiff. A true copy of the Notice will also be filed with the Clerk of the Court for the DeKalb Superior Court in the State of Indiana.

Wherefore, Petitioner/Defendant Zurich American Insurance Company, prays that this action be removed to this Court, that this Court accept jurisdiction of this action, and, henceforth, that this action be placed on the docket of this Court for further proceedings as though this action had originally been instituted in this Court.

Respectfully submitted,

CARSON BOXBERGER LLP

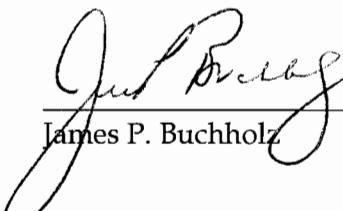
By 
James P. Buchholz, 17023-02
Counsel for Petitioner/Defendant,
Zurich American Insurance Company

1400 One Summit Square
Fort Wayne, Indiana 46802
Telephone: (260) 423-9411
buchholz@carsonboxberger.com

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of December, 2011 a true and complete copy of the above and foregoing was electronically filed and/or mailed to:

Michael A. Barranda, Esq.
Jeremy J. Grogg, Esq.
Burt Blee Dixon Sutton & Bloom LLP
200 E. Main Street, Ste. 1000
Fort Wayne, IN 46802


James P. Buchholz

STATE OF INDIANA) IN THE DEKALB SUPERIOR COURTS 1 AND 2
)
)SS:
COUNTY OF DEKALB) CAUSE NO. 17D~~17D011H-12~~ PL 00068

THE UNITED METHODIST CHURCH OF)
WATERLOO, INC.,)
) Plaintiff,)
)
v.)
)
ZURICH AMERICAN INSURANCE)
COMPANY,)
) Defendant.)

FILED

DEC 01 2011

M. Johnson
Clerk DeKalb Superior Court

COMPLAINT

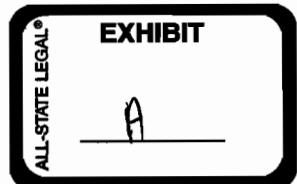
COMES NOW Plaintiff, The United Methodist Church of Waterloo, Inc. d/b/a Waterloo United Methodist Church ("Plaintiff"), by counsel, the law firm of Burt, Blee, Dixon, Sutton & Bloom, LLP, and for its Complaint against Defendant Zurich American Insurance Company ("Zurich"), hereby alleges and states as follows:

THE PARTIES

1. Plaintiff is an Indiana corporation conducting business at 300 W. Maple, P.O. Box 10, Waterloo, Dekalb County, Indiana.
2. Zurich now is, and at all times relevant to this action was, an insurance agency duly organized and existing under the laws under the State of Illinois with the principal address of 1400 American Lane, Schaumburg, IL 60196-1091.

JURISDICTION

3. This Court has jurisdiction over this matter and the parties hereto. Venue is proper in this Court pursuant to Indiana Rules of Trial Procedure, Trial Rule 75(A).



GENERAL ALLEGATIONS

4. Upon information and belief, on or before October, 2010, Plaintiff learned that the church property within which it operates, had become unsuitable for safe occupancy. Specifically, it was determined that a cracked beam and several additional severely compromised beams existed within the sanctuary of the church.

5. As a result of the cracked beams and compromised trusses, it was determined that the roof structure of the entire sanctuary was at risk of either full or partial collapse. Accordingly, additional construction work was necessary to prevent catastrophic failure.

6. At all times relevant to this Complaint, Plaintiff had in place a policy of insurance under Policy Number CPP 3764255-05 with Zurich to provide coverage for losses to covered properties.

7. Specifically, pursuant to CP 00 10 04 02 - Building and Personal Property Coverage Form (A) Coverage, Zurich agreed to "pay for direct physical loss of or damage to Covered Property at the premises...". A true and accurate copy of the insurance policy is attached hereto as Exhibit "A".

8. An inspection of the premises was conducted by Donan Engineering Co., Inc. A copy that inspection is attached hereto as Exhibit "B".

9. As a result of the inspection, and the need for the necessary repairs, Plaintiff retained Structural Engineering Services, Inc., to perform the necessary repair work to the damaged structures. During this time it was determined that the structural failures were likely caused by a sudden event, such as potential wind storms, which took place several months prior.

10. At numerous times, including no later than July 27, 2011, Plaintiff placed Zurich on notice of the loss. Notice to Zurich was made via letter by counsel for Plaintiff dated July 27, 2011. A copy of the letter is attached hereto as Exhibit "C".

11. Despite the previous requests and demands for insurance coverage, Zurich has repeatedly refused to provide coverage for the loss sustained by the Plaintiff.

12. Pursuant to Indiana Code § 34-14-1-1 et. seq., Plaintiff seeks determination by the Court of Zurich's obligation to provide insurance coverage to Plaintiff pursuant to Policy Number CPP 3764255-05.

WHEREFORE, Plaintiff, The United Methodist Church of Waterloo, Inc. d/b/a Waterloo United Methodist Church, respectfully requests that this Court enter a declaratory judgment against Zurich American Insurance Company holding that Plaintiff is entitled to coverage pursuant to Policy Number CPP 3764255-05 issued by Zurich American Insurance Company, and enter judgment in Plaintiff's favor in an amount which will compensate Plaintiff for all damages caused by the losses sustained as referenced herein, for its reasonable attorneys' fees, for costs of this action, and for all other just and proper relief in the premises.

Respectfully submitted,

BURT, BLEE, DIXON, SUTTON & BLOOM, LLP



Michael A. Barranda, #25216-02
Jeremy J. Grogg, #24206-02
200 East Main Street, Suite 1000
Fort Wayne, IN 46802
Telephone: (260) 426-1300
Facsimile: (260) 422-2722
Attorney for Plaintiff